

FINANCIAL INSTITUTION
LETTERHEAD

Address

Date:

Irrevocable Letter of Credit No.:

To: City of Greenwood
Board of Public Works and Safety
2 North Madison Avenue
Greenwood, IN 46142

To Whom It May Concern:

We hereby authorize you to value on us for the account of:

Developer Name
Developer Address

For a sum or sums in United States of America Dollars not to exceed the aggregate total of _____ (\$ _____) by your draft(s) at sight.

Developer Name has installed and completed improvements of (Identify Improvements) in (Identify Subdivision or Project and Section) and warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications and requirements of the City of Greenwood. The purpose of this Letter of Credit is for the maintenance and repair of those improvements which may become necessary by reason of improper workmanship or materials for a period of three (3) years from the date of acceptance by the City of Greenwood.

The condition for payment of any drafts drawn against the Letter of Credit requires that the draft be accompanied by beneficiary's signed statement on City of Greenwood letterhead stating that (Developer Name) has not performed the repair or maintenance of said improvements in accordance with the standards, specifications and requirements of the City of Greenwood due to improper workmanship or materials and must also outline the specific deficiencies with workmanship or materials.

All drafts must be marked, "Drawn under Financial Institution Name, Credit No. _____."

This credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Brochure No. 500".

This Letter of Credit is effective as of (Date), and shall expire on (Three Years from Effective Date), unless we notify the City of Greenwood and (Developer Name) at least ninety (90) days before the current expiration date that we have decided not to extend this Letter

of Credit to the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Greenwood upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Greenwood as shown on the signed return receipt. It is a further condition of this Letter of Credit that if it not released by official action of the Board of Public Works and Safety within three (3) years from the date of acceptance, the term shall automatically extend for an additional one hundred and eighty (180 day period.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to the main office of Financial Institution Name, and Address.

Sincerely,
Financial Institution Name

Name
Title